

REMARKS

Claims 1-28 were rejected as anticipated by DOWNS et al. 6,226,618. Claims 1-28 have been replaced with new claims 29-44 and reconsideration and withdrawal of the rejection are respectfully requested.

The new claims are directed to a method, system and program for delivering rented content data to a customer through the internet. The invention includes defining, by the customer, a rental period during which access to the content data is to be permitted, providing from a dealer to the customer a secret key that is useable only during the rental period, providing from the dealer to the customer the content data in encrypted form through the internet, and at the customer, decrypting and reproducing the content data using the secret key during the rental period. In other words, the customer defines the rental period and the dealer provides a key for decrypting the content data, where the key is useable only during the rental period that was defined by the customer. This subject matter finds support, for example, in Figures 4-6 of the present application.

DOWNS et al. is directed to a content delivery system that includes a key for decrypting content data provided from a dealer to the customer. However, DOWNS et al. do not disclose or suggest that the customer defines the rental period and that the key is useable only during the rental period defined by the

customer. Accordingly, the new claims avoid the rejection under §102.

DOWNS et al. disclose various usage conditions for the content data, but a rental period defined by the customer is not among them. Note, for example, column 20, lines 42-49 (and column 21, lines 23-30) wherein the usage conditions are specified as number of plays and local copies and whether the content data is recorded to an external device. Further, there is nothing in DOWNS et al. that ties the customer-defined rental period to the period in which the key is useable. DOWNS et al. mention expiration dates at several places, but these refer to digital certificates (column 14, lines 19-27) and secure containers (column 25, line 28; column 30, lines 37-38; column 40, line 63), but not to an expiration date for the key, where that date is the same as the end of the rental period. DOWNS et al. also refer to rental periods (column 59, lines 43-45; column 61, lines 10-12), but do not associate a validity period of the key with a customer-defined rental period.

The dependent claims are also believed to be allowable. For example, DOWNS et al. do not disclose charging the customer for access to the content data based on the rental period defined by the customer as in claim 30, providing from the dealer to the customer advertisement information in association with the provided content data as in claim 31, selecting the advertisement information based on information about the customer as in claim

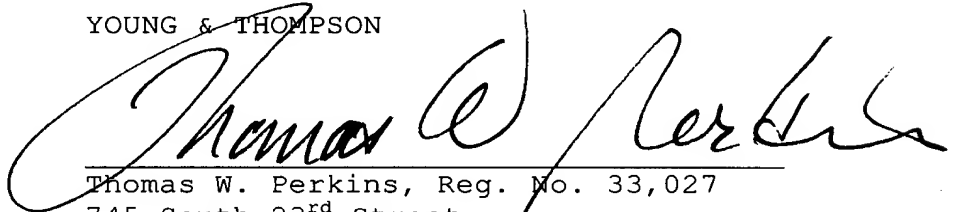
32, the customer selecting a time for delivery of the secret key to the customer as in claim 33, and the customer selecting a time for delivery of the content data to the customer as in claim 34.

In view of the present amendment and the foregoing remarks, it is believed that the present application has been placed in condition for allowance. Reconsideration and allowance are respectfully requested.

The Commissioner is hereby authorized in this, concurrent, and future replies, to charge payment or credit any overpayment to Deposit Account No. 25-0120 for any additional fees required under 37 C.F.R. § 1.16 or under 37 C.F.R. § 1.17.

Respectfully submitted,

YOUNG & THOMPSON

A large, stylized handwritten signature in black ink, appearing to read "Thomas W. Perkins". The signature is written over a horizontal line that separates it from the printed text below.

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